

Yoga Teacher Training Agreement

PLEASE READ THIS AGREEMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. THIS AGREEMENT CONTAINS AN ASSUMPTION OF RISK, WAIVER OF LIABILITY AND A BINDING ARBITRATION AGREEMENT WITH A CLASS ACTION WAIVER AND YTT SPECIFIC CANCELLATION POLICIES.

INTRODUCTION. This LifePower Yoga Teacher Training and/or Yoga Teacher Training Agreement (“YTT Agreement” or “Agreement”) describes the terms and conditions that apply to the “Yoga Teacher Training” program that I am purchasing today, and the respective Program Fees (as defined below), as summarized below and in the check-out page. This Agreement is entered into between me and LTF Club Operations Company, LLC (“Life Time”). This Agreement is effective on the date that I purchase Yoga Teacher Training. By purchasing Yoga Teacher Training, I agree that I am a legal resident of the United States or Canada and at least eighteen (18) years of age at the time of purchase and am bound by the terms of this Agreement. **I acknowledge that this Agreement includes a class action waiver and resolution of disputes by arbitration instead of in court, as described below.**

1. Requirements of YTT Program Fees and Additional Fees Purchased. By purchasing YTT, you consent to the submission and use of any and all personal and/or contact information you provided to Life Time in connection with the YTT program, including, but not limited to, its use in connection with your Life Time membership. In addition, you consent to being notified through your provided information in order to fulfill your YTT program requirements as outlined in the Yoga Teacher Training Catalog and otherwise communicated with you in connection with your participation in YTT and as further described in this Agreement. Any information you provide in connection with the YTT program shall be subject to the Life Time terms of use/service and privacy policy/notice and the Digital Membership Terms (applicable to access members for whom a Life Time Digital membership is included and to which describe terms in connection with Life Time Digital's health and fitness content and services through various digital methods, including mobile applications, websites, interfaces (which may be connected to specific products) and other connected devices and social media) posted on the applicable website.

YTT Program Information & Fees.

1. Program Name, Hours, Registration Fees and Total Fee Information (“Program Fees”)

1. Program Fees for all States except Minnesota, New Jersey, Nevada and Wisconsin.

PROGRAM NAME	TOTAL CONTACT HOURS	REGISTRATION FEE	MEMBER TUITION	NON-MEMBER TUITION
Yoga Teacher Training 50	50 Total Hours	\$800*	\$725*	\$875*
Yoga Teacher Training 100	100 Total Hours	\$800*	\$1,450*	\$1,750*
Yoga Teacher Training 200	200 Total Hours	\$800*	\$2,900*	\$3,500*
Yoga Teacher Training 300	300 Total Hours	\$800*	\$4,350*	\$5,250*
Yoga Teacher Training with Johnny Kest	300 Total Hours	\$800*	\$4,995*	\$4,995*

Note: Each program run by Johnny Kest may be subject to different tuition prices and discounts other than what is listed here. All of the details will be released prior to each of his programs.

2. Program Fees for Minnesota, New Jersey, Nevada and Wisconsin.

PROGRAM NAME	TOTAL CONTACT HOURS	REGISTRATION FEE	MEMBER TUITION	NON-MEMBER TUITION
Yoga Teacher Training 50	50 Total Hours	\$800*	\$725*	\$875*
Yoga Teacher Training 100	100 Total Hours	\$800*	\$1,450*	\$1,750*
Yoga Teacher Training 200	200 Total Hours	\$800*	\$2,900*	\$3,500*

Yoga Teacher Training 300	300 Total Hours	\$800*	\$4,350*	\$5,250*
Yoga Teacher Training with Johnny Kest Online	300 Total Hours	\$800*	\$4,995*	\$4,995*

* Additional taxes, surcharge and other fees may apply. Prices may vary and may be increased without notice. Registration Fees subject to withdrawal fees as applicable to the type of program purchased to the greatest extent permitted by law. See the *Cancellation and Refund Policies* below.

Note: Each program run by Johnny Kest may be subject to different tuition prices and discounts other than what is listed here. All of the details will be released prior to each of his programs.

3. Additional YTT Program Fees NOT included in Program Fees ("Additional Fees").

NAME OF ADDITIONAL FEE	FEE AMOUNT
Books & Other Required Materials	Prices vary depending upon the YTT program's books and materials used.
Life Time Membership	Membership Dues** based on Center where student is enrolled in YTT program. See Life Time's <i>Guest & Club Policies</i> for Center pricing and policies.

** Additional taxes, surcharge and other fees may apply. **A Life Time Membership is a month-to-month continuous service contract for services that will continue until you cancel as stated in the "Membership Term and Termination" provisions (3.c.) found in your General Terms Agreement.**

1. YTT Feedback Package & Fees ("Feedback Fees")

1. YTT Feedback Package. Students who have graduated from their respective YTT program may sign up for and purchase "YTT Feedback," a service that provides students with additional mentorship and support beyond their program end date. This service is there for students that request additional mentorship once program has ended. Each session is one hour in length and all sessions expire a year from the date of purchase. The package information and cost are below.

PRODUCT NAME	TOTAL SESSIONS	PRODUCT FEE
YTT Feedback Package	Three (3) Total Sessions	\$225*

* Additional taxes, surcharge and other fees may apply. Prices may vary and may be increased without notice.

PAYMENT AUTHORIZATION:

Today's Payment:

I agree to pay today the YTT Registration Fee, total Program Fees, any Additional Fees, as applicable, and/or Feedback Fees requiring payment at this time as listed on the check-out page (plus applicable taxes and surcharge fees).

Scheduled Payments:

Payment Authorization. For Scheduled Payments, I agree to pay my remaining YTT Program Fee balance in three equal monthly payments and authorize Life Time to charge or debit, as applicable, my Monthly Payment Method for each Scheduled Payment. I authorize Life Time to withdraw or process payment for YTT Program Fees, Registration Fees, Feedback Fees and Additional Fees, as applicable, or other fees, dues or charges associated with my YTT program, including, but not limited to, late, invalid payment, processing, or administrative or service fees, from the financial account designated for payment of my monthly Membership Dues as my Monthly Payment Method, or as may be later updated, as my Monthly Payment Method. In order to cancel or withdraw my Payment Authorization for Scheduled Payments, I agree to follow the Cancellation and Refund Policies below.

YTT Program Session, Feedback Package and/or Other YTT product purchase. I agree that I am purchasing Yoga Teacher Training and/or the Feedback Package as indicated on the check-out page. I agree and acknowledge that I must redeem YTT purchased under this Agreement by the program start date or within a year of Life Time's receipt of my official withdrawal, which may be extended in Life Time's sole discretion. I agree and acknowledge that I must redeem my Feedback Package within one year of the purchase date. If I officially withdraw from this YTT program, I may bank my paid program fees for a future YTT program to be used within a year of Life Time's receipt of my official withdrawal, which may be extended in Life Time's sole discretion. I may not exchange my YTT and/or Feedback Fees package for any other YTT program, session, or product or any dues, fees, service or product from Life Time without Life Time's express consent. The YTT program and Feedback Package are not transferrable and have no cash value and are not redeemable or usable for cash except as required by law, and I agree that I will not receive a refund or exchange for any YTT and/or Feedback Fees package session that I have the right to use but that I do not use for any reason, subject to the below Cancellation and Redemption Policies.

Payment-Related Terms. I am an account holder and have actual authority to use any financial account designated herein as my Payment Method. I will promptly update financial account information in the event it changes, and understand that Life Time may use services made available by card issuers to automatically update such information to prevent disruptions due to changes such as an expired or reissued account. I may, subject to the "Cancellation and Refund Policies," cancel the YTT program and/or Feedback Fees package sessions by contacting my Center. I agree that Life Time may resubmit declined or invalid transactions without notice to me. If I fail to timely pay any amount(s) due, I may be assessed a late fee an amount as permitted by law and/or my YTT or Feedback Fees package sessions may be restricted. If I submit an invalid payment instrument, such as a dishonored check, I may be assessed a fee in an amount as permitted by law. I agree to pay all collection costs incurred by Life Time, including attorney or other collection fees. I understand that all Program Fees and/or Feedback Fees are non-refundable unless explicitly stated in this Agreement and that they are fully earned upon payment. In the event that I am due a refund in accordance with the below Cancellation and Refund Policies, I authorize Life Time to refund the financial account designated as my Monthly Payment Method.

Credit Card Surcharge. Unless otherwise prohibited by law, I understand and acknowledge that Life Time may impose and collect a surcharge each time my, an Additional Member or third party's credit card is charged, whether in payment of Monthly Membership Dues, Service-Related Fees, Program Fees, Feedback Fees or any other Financial Obligations, whether recurring or non-recurring. The current surcharge is included on the Fee Schedule, as it may be updated and revised from time to time.

Notwithstanding the foregoing, the surcharge amount shall not be greater than Life Time's actual cost of acceptance of the credit card or any applicable maximum amount, whichever is less. I further understand that debit cards do not incur any surcharge, and that I may change a payment method from a credit card to a debit card at any time in person at a Life Time Center or online by accessing my Life Time member page at my.lifetime.life under "View Account" and selecting "Payment Options."

Promotions/Discounts. Life Time may in its sole discretion offer promotions or discounts related to YTT programs from time to time to the greatest extent allowed by law. These promotional offers, unless made to you will not apply to your YTT program, product, or these terms. If Life Time offers you a promotional offer, the specific terms of your promotion will be provided in the materials describing the particular promotion or at registration.

1. Life Time Team Member YTT Program Fee Discount. Team Member discount based on type of YTT Program purchased. Must indicate employee status on personal information page and be employed by Life Time for a minimum of six (6) months at the time of registration to be eligible. Discount may not be combined with other promotions or discounts. See YTT Life Time Center for pricing information and additional terms and conditions.

Cancellation and Refund Policies:

Initial Cancellation Period. I may cancel this Agreement for any reason within seven (7) business days of the date I purchased YTT and/or the Feedback Package ("Initial Cancellation Period"), as applicable. I may cancel this Agreement by providing notice of cancellation by (1) mail to Life Time, at Life Time, Attn.: Yoga Teacher Training, 2902 Corporate Place, Chanhassen, MN 55317, (2) by fax to (952) 368-2819, (3) by telephone to (952) 229-7470, or (4) by email to AccountServices@ltime.life ("Notice Method"). If I cancel this Agreement during the Initial Cancellation Period, I will receive a refund of any payments I have made for YTT Program Fees and/or Feedback Fees under this Agreement within twenty (20) business days (or such period as may be required by law) after receiving notice of cancellation. Furthermore, I acknowledge and agree that if I also choose to cancel my Life Time membership, I am responsible for providing notice per the cancellation policies outlined in my General Terms Agreement ("GTA") and if I choose to return any books and/or supplies I purchased for my YTT program through a third party vendor that I do so in accordance with its terms and conditions.

Cancellation of YTT After Initial Cancellation Period. I may cancel this Agreement after my Initial Cancellation Period only for specific causes which including my death, disability, prolonged illness, or accident, military deployment, and/or relocation. Life Time may require that the disability or prolonged illness be confirmed by submission of a physical examination by a doctor agreeable to you and Life Time. Any amounts I have paid will be pro-rated to the effective cancellation date. Life Time may cancel this Agreement, in its sole discretion, due to unforeseen circumstances, including but not limited to, in the event of natural disaster; riots or unrest; terrorist activity; labor dispute or strike; labor shortage, epidemic or pandemic; viral, bacterial or parasitic (or other organism) outbreak; order, directive, or guidance issued by any regulatory or governmental agency or authority; power outage or other failure of electrical or water service; or other event outside of Life Time's reasonable control. Life Time may also cancel this agreement, in its sole discretion, if it chooses to close, sell or move the Center associated with the purchase of YTT. A refund will be issued if Life Time cancels my YTT program and/or Feedback Fees for these causal reasons.

Cancellation by Life Time for Non-Payment. Without limiting my payment obligations hereunder, or Life Time's remedies for my failed payment, I understand and agree that if my payment(s) for my YTT program and/or Feedback Fee are not received by the applicable due date, it will result in the cancellation of my YTT registration and/or Feedback Fee sessions and the forfeit of all monies paid to the fullest extent permitted by law.

Current Membership in Good Standing: As a condition to being eligible to participate in YTT and Feedback Fee sessions, I must have an active general access Life Time membership at the Center where I registered for YTT and/or Feedback Fee sessions and my membership must be current and in good standing. If my Center membership is terminated for any reason or lapses, my YTT program registration will also be cancelled and all monies paid towards my YTT program will be forfeited to the fullest extent permitted by law.

Cancellation by Life Time for Any Reason. Life Time reserves the right to cancel my YTT program and/or Feedback Fee sessions at any time and for any reason without notice, including but not limited to, low enrollment. If Life Time cancels this Agreement at their discretion, I will receive a refund of any payments I have made for YTT Program Fees and/or Feedback Fees under this Agreement.

Cancellation due to Violation of YTT Program Policies. I acknowledge and agree that Life Time may cancel my YTT registration and/or Feedback Fee sessions due to, including but not limited to, my violation of YTT program and/or Feedback Fee session policies, unsatisfactory progress in my YTT program, and/or failure to abide by Life Time *Guest and Club Policies* and all monies paid towards my YTT program and/or Feedback Fee sessions will be forfeited to the fullest extent permitted by law.

Missed YTT Program. Subject to all applicable cancellation policies herein, if I miss more than fifteen (15) hours of my YTT Program class time, I understand and agree, that I will become ineligible to graduate and my YTT registration may be cancelled at Life Time's sole discretion to the fullest extent permitted by law. Life Time may, in their sole discretion, after receipt of my formal withdrawal due to my violation of required YTT program attendance hours, allow me to bank my paid program fees (minus a non-refundable withdrawal fee) to be used for a future YTT program within one year of receipt of my formal withdrawal. If I chose to forego any future YTT program or do not provide Life Time with an official withdrawal or the one-year extension has expired, I agree that all payments made will be forfeited to the fullest extent permitted by law or Life Time may, in its sole discretion, issue a prorated refund based on the total amount I already paid, less any non-refundable withdrawal and other applicable fees, for the hours already lapsed in the program versus what remains.

Voluntary Withdrawal. I acknowledge and agree if I voluntarily withdraw from the YTT program for reasons other than my seven (7) day right to cancel or for a causal reason, I must provide Life Time with a formal withdrawal notice per one of the Notice Methods listed above. In addition, I acknowledge and agree that any amount I paid under this Agreement may be banked for a year from the date of my formal cancellation to be used toward another YTT program I register for, in Life Time's sole discretion. All new YTT programs started must be attended from start to finish in order for my certificate to be valid. If I chose to forego any future YTT program or do not provide Life Time with an official withdrawal or the one-year extension has expired, I agree that all payments made will be forfeit to the fullest extent permitted by law or Life Time may, in their sole discretion, to the fullest extent permitted by law, issue a prorated refund based on the total amount I already paid, less any non-refundable withdrawal fees specified below, for the hours already lapsed in the program versus what remains.

YTT Program Voluntary Withdrawal Fees.

1. Withdrawal Fees for all States except Minnesota, New Jersey, Nevada and Wisconsin.

PROGRAM NAME	TOTAL CONTACT HOURS	REGISTRATION FEE	WITHDRAWAL FEE
Yoga Teacher Training 50	50 Total Hours	\$800	\$25
Yoga Teacher Training 100	100 Total Hours	\$800	\$50
Yoga Teacher Training 200	200 Total Hours	\$800	\$100

Yoga Teacher Training 300	300 Total Hours	\$800	\$200
Yoga Teacher Training with Johnny Kest	300 Total Hours	\$800	\$200

2. Withdrawal Fees for Minnesota, New Jersey, Nevada and Wisconsin.

PROGRAM NAME	TOTAL CONTACT HOURS	REGISTRATION FEE	WITHDRAWAL FEE
Yoga Teacher Training 50	50 Total Hours	\$800	\$25
Yoga Teacher Training 100	100 Total Hours	\$800	\$50
Yoga Teacher Training 200	200 Total Hours	\$800	\$100
Yoga Teacher Training 300	300 Total Hours	\$800	\$100
Yoga Teacher Training with Johnny Kest Online	300 Total Hours	\$800	\$100

Cancellation due to Improper or Illegal Use of YTT Content & Services. We reserve the right to monitor access to or use of the online YTT content and services for the purpose of operating the online content and service systems, to ensure compliance with these terms, to comply with applicable law or other legal requirements and to maintain the integrity and reputation of the YTT online content and services and Life Time Digital's systems and networks. We have the right to investigate violations of these terms or conduct that affects YTT online content and/or services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. We may block, restrict, disable, suspend, or terminate your access to or use of all or any parts of the YTT online content and services without prior notice or liability. If you are found to have improperly or illegally used YTT online systems, your YTT registration will be cancelled without notice to the greatest extent permitted by law.

GENERAL POLICIES

Electronic Communications. I expressly consent to receive electronic messages from Life Time, including messages to advertise or promote products or services and messages related to my YTT program, including but not limited to communications related to Life Time's fees.

Restrictions on License. YTT program services and content are solely for your personal, non-commercial use. Subject to these and any other express restrictions with regard to specific material, you may download YTT program services and content and information concerning the YTT program services and content or your Life Time Digital Membership solely for your personal, non-commercial use, including information concerning membership type, status, enrollment date, contact information, transactions, packages and/or payment accounts. You are not permitted to resell, sublicense or otherwise use YTT program content and/or services for commercial purposes or for the benefit of any third party or in any manner not permitted by these terms, and any attempt to do so is null and void. You also agree not to:

1. copy, reproduce, record, alter, modify, decompile, replicate, reverse engineer, store, distribute, transfer, sell, transmit, translate, publish, publicly display, broadcast, perform, license, interfere with or create derivative works from the YTT services or any content, including any information, products, or services, without Life Time's prior express written consent.

Equipment. You are solely responsible for purchasing, maintaining, and ensuring all equipment, programs, and services necessary for, and compatible with, your access to and use of the online YTT program content and services, including hardware and software; electrical, telecommunications and internet access connections and links; and web browsers.

Image and Likeness Release. I understand that Life Time, or a third party authorized by Life Time, may take photographs, audio or video recordings, or testimonial accounts that may contain the name, image, voice, likeness or account of me (collectively "images") during the use of the Centers and/or YTT program services/classes. I hereby irrevocably consent to and grant Life Time the exclusive, worldwide, perpetual, royalty-free and otherwise unlimited right to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, repurpose, and commercialize any and all such Images (and the right to sublicense such images through unlimited levels of sublicensees) in any and all media or form of communication whether now existing or hereafter developed, without obtaining additional consent, without restriction or notification, and without compensating me in any way, and to authorize others to do the same. Without limiting the foregoing, I hereby consent to Life Time's use of the Images for commercial and promotional use, including on corporate or employee social media. Life Time may change, modify, rearrange, add, delete or otherwise alter such Images. I waive any right to inspect, approve, or edit such Images as used by Life Time.

Club Policies. The Club Policies establish policies, procedures, rules, regulations and other terms applicable to Life Time members and guests. Life Time's Club Policies are located on or referenced within its corporate website, which is currently www.lifetime.life. I agree that it is my responsibility to know and follow the most current Club Policies. For California residents, please review <https://my.lifetime.life/policy/ca-privacy-policy.html> for information about our privacy practices, including the information we collect and your rights relating to your information.

Life Time Yoga Catalog. The most current Life Time Yoga catalog is incorporated herein by reference and made a part of this Agreement. I acknowledge that I have received a copy of this catalog, which contains important information describing, among other things (a) my program's description and hours involved, (b) the equipment and supplies provided, (c) a statement that Life Time reserves the right to reschedule any program start date, (d) that there is no guarantee of job placement to graduates upon graduation, and (e) that Life Time reserves the right to discontinue any student's training for unsatisfactory progress, nonpayment of fees, or failure to abide by academy rules.

Permission to Touch. I understand and agree that physical touching may be required in various instances, including but not limited to, in order to support proper yoga and or exercise positioning or otherwise correct yoga and/or exercise form and technique. I expressly give my permission to be touched in these instances unless I have indicated otherwise in connection with my Yoga Teacher Training.

ASSUMPTION OF RISK. I understand that there are **dangers, hazards, and risks of injury or damage, some of which are inherent, in the use of Life Time's premises, facilities, equipment, services, activities, programs or products**, whether available through membership dues or a separate fee.

- 1. Use of Premises and Service** I understand that **use of Life Time's premises, facilities, equipment, services, activities or products** ("Use of Life Time Premises and Services") can include but is not limited to (1) use of indoor and outdoor pools, waterslides, sauna, steam rooms, locker rooms, restrooms, rock climbing structures, racquet courts, studios, fitness floors, fitness equipment, gymnasiums, child centers, kid's play areas, spa and salon, medi-spa, clinic or lab space, café, stairways, lobby, entryways, sidewalks, parking lots and any other facilities or equipment; (2) use of personal training services; group fitness classes (including yoga); child center services; kid's programs; spa and salon, medi-spa, or chiropractic services; and weight loss or nutritional programs; (3) use of services and participation in activities off Life Time premises, including but not limited to running, cycling, mountain biking, personal training, group fitness, yoga, athletic events, educational programs, wellness programs, travel programs, and field trips; and (4) all other programs, activities, classes, sessions, seminars, workshops, assessments, events, amenities, or benefits that are sponsored, endorsed or operated by Life Time on or off its premises.
- 2. Risk** I understand that the **dangers, hazards, and risks of injury or damage** in the Use of Life Time Premises and Services ("Risks") may include but are not limited to **(1) slips, trips, collisions, falls, and loss of footing or balance, including 'slip and falls' and falls from rock climbing structures or fitness equipment; (2) drowning; (3) equipment failure, malfunction or misuse; (4) property or information theft, loss, misuse or damage, including from lockers, vehicles, equipment, files or systems; (5) infectious, communicable, or other contagious disease; and (6) other accidents or incidents that may result in injury or damage to me, Minor Member(s), Other Member(s), or Guest(s).**

3. **Injuri** I understand that such **injuries or damages** may include but are not limited to **major or minor personal, physical, bodily, emotional, mental, economic, property or other types of injuries or damages** ("Injuries") to me, Minor Member(s), Other Member(s) or Guest(s), including but not limited to (1) death; (2) paralysis, brain damage, heart attacks, strokes, disfigurement, heat stress and/or heat stroke, dehydration, concussions, hearing loss, torn or damaged muscles or ligaments, broken bones, allergic reactions, infection (and associated, underlying symptoms), burns, sprains, bruises and scrapes; (3) aggravation of pre-existing injuries or medical conditions; (4) pain and suffering; (5) loss of consortium, love, affection, comfort, companionship, or care; (6) emotional distress, embarrassment, humiliation, or shock; (7) lost wages or lost earning capacity; (8) lost, stolen, misused or damaged property or information; and (9) any other disability, impairment, incapacity, injury or damage.

I understand that Risks and Injuries in the Use of Life Time Premises and Services (collectively, "Risks of Injury") **may be caused, in whole or in part, by the NEGLIGENCE OF LIFE TIME, me, Minor Member(s), Other Member(s), Guest(s) and/or other persons. I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY.**

WAIVER OF LIABILITY. On behalf of myself and my spouse/partner, children/Minor Members, Other Members, Guests, parents, guardians, heirs, next of kin, personal representatives, heirs and assigns, I hereby voluntarily and forever **release and discharge Life Time from, covenant and agree not to sue Life Time for, and waive, any claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown (collectively, "Claims") for any LIFE TIME, me, Minor Member(s), Other Member(s), or Guest(s) in the Use of Life Time Premises and Services which arise out of, result from, or are caused by any NEGLIGENCE OF LIFE TIME, me, any Minor Member(s), any Other Member(s), any Guest(s), and/or any other person and, if in Canada, any breach by Life Time of the Occupiers' Liability Act (Ontario) (collectively, "Negligence Claims").**

1. **Negligence Claim** I understand that Negligence Claims include but are not limited to Life Time's (1) negligent design, construction (including renovation or alteration), repair, maintenance, operation, supervision, monitoring, or provision of the Use of Life Time Premises and Services; (2) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (3) negligent failure to provide or keep premises in a reasonably safe condition; (4) negligent provision of or failure to provide emergency care; (5) negligent hiring, selection, training, instruction, certification, supervision or retention of employees, independent contractors or volunteers; (6) negligent collection, use, disclosure or storage of personal, sensitive or other information (including negligent failure to implement or maintain information security controls), or (7) other negligent act(s) or omission(s).

2. **Life Time's Fees and Co** I specifically agree that, if I (on my own behalf or on behalf of another, including an estate) assert a Negligence Claim against Life Time and/or breach my agreement not to sue Life Time, **I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred by Life Time ("Life Time's Fees and Costs") to defend (1) the Negligence Claim(s) and (2) all other Claims based on the same facts as the Negligence Claim(s).**

Assumption of Risk, Waiver of Liability and Indemnification. I understand and agree that my YTT program may involve the risk of injury. I elect to participate in YTT voluntarily in spite of the risk. I further understand and agree that the terms of my General Terms Agreement, Member Usage Agreement and Digital Membership Terms, continue to apply, including the assumption of risk, waiver of liability and indemnification provisions contained therein.

ARBITRATION AGREEMENT WITH CLASS ACTION WAIVER

1. **Mandatory Binding Individual Arbitration. Except as expressly provided below, Life Time and I (each a "party" or, together, "us," "we" or "parties") agree that any dispute, claim, case, or controversy (whether based in tort, contract, statute, regulation, ordinance, equity or any other legal theory) between us (whether arising out of or relating to past, present or future acts or omissions) ("Claims") shall be exclusively resolved by binding arbitration on an individual basis, rather than in court ("Arbitration Agreement").**
2. **Waiver of Class Actions. We each agree that we will assert Claims in arbitration only in our individual capacity, and not as a representative or member of any purported class. We each agree that we will not participate in any class, mass, collective, consolidated, private attorney general or other representative arbitration proceeding. Each party agrees that the arbitrator has no authority to arbitrate Claims on a class-wide basis and shall not consolidate, combine, or jointly arbitrate Claims of more than one person in a single arbitration.**
3. **Waiver of Jury Trial. We waive our constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, electing instead to resolve by binding arbitration all Claims.**
4. **Claims Not Subject to Arbitration. There are only three exceptions (i, ii & iii) to this Arbitration Agreement except for in Claims brought forth in Texas there are four exceptions (i, ii, iii & iv):**
5. **Small Claims. Either party may bring individual Claims in small claims court.**

6. **Personal Injury Claims.** Both parties must litigate personal injury Claims in court. For purposes of this exception, personal injury Claims are Claims arising from injury to the physical structure of the human body.

iii. **Emergency Equitable Relief.** Either party may seek temporary injunctive relief or other equitable relief in court pending arbitration. A request for interim measures will not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

702. **Filing of Claim Against Security with Texas Secretary of State.** To the extent applicable, you may file a claim directly with the Texas secretary of state against the security we have filed or posted, if any, pursuant to the Health Spa Act, Tex. Occupations Code Ann. § 702.251.

703. **Arbitration Procedures.** Either party may initiate an arbitration proceeding, which will be conducted by a single neutral arbitrator.

704. **Arbitration Providers.** Each party has a choice of initiating arbitration before either the American Arbitration Association ("AAA") or JAMS, which are both established alternative dispute resolution providers ("ADR Providers"). If neither AAA nor JAMS is available to arbitrate, we will agree to select an alternative ADR Provider to administer the arbitration in this Arbitration Agreement.

705. **Arbitration Rules.** The arbitration will be conducted under the AAA Consumer Arbitration Rules (available at www.adr.org) or JAMS Streamlined Arbitration Rules and Procedures (available at www.jamsadr.com) ("Arbitration Rules"). The rules of the ADR Provider will govern all aspects of the arbitration, except to the extent such rules are in conflict with this Arbitration Agreement.

iii. **Arbitration Location.** The arbitration hearing will be held at the ADR Provider's location that is closest to the claimant's primary residence, unless the claimant primarily resides outside the United States (in which case the arbitrator will give the parties reasonable notice of the date, time and place of any oral hearings.)

1. **Fees.** Payment of all filing, administrative, and arbitrator fees will be governed by the Arbitration Rules.

2. **Arbitrator's Authority and Award.** The arbitrator will decide the rights and liabilities, if any, of the parties, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any Claim. The arbitrator will have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the ADR Provider's Rules, and this Arbitration Agreement. The arbitrator will issue a written award and reasoned statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. Any award will be subject to judicial confirmation or entry in any court having jurisdiction.

3. **Governing Law.** This Arbitration Agreement is governed by the Federal Arbitration Act and federal arbitration law.

vii. **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, will be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph will not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement or to enforce an arbitration award.

viii. **Survivability.** Life Time and I agree that this Arbitration Agreement with Class Waiver shall apply to all Claims regardless of whether such Claim arises out of acts or omissions that occur before or after the termination of any membership or service or that occur before or after the termination of this Agreement.

Survival. All my obligations, including without limitation my Financial Obligations, the authorizations to use any particular payment mechanisms and the arbitration agreement with a class action waiver, continue after the term of this Agreement or any membership.

Assignability and Subcontracting. I cannot assign this YTT Agreement. This Agreement may be assigned by Life Time in its sole discretion and without notice. Life Time may use any subsidiary or affiliate as a subcontractor to provide the YTT program or any products or services at Life Time's sole discretion and without notice, provided, however, Life Time will remain responsible for any subsidiary's or affiliate's provision of products or services. Life Time may assign my payment obligations to a third party.

Severability. I agree that this YTT Agreement is intended to be as broad and inclusive as permitted under applicable law. If a court declares any part or provision of this YTT Agreement invalid, illegal, unenforceable or void, that part or provision alone shall be severed from this YTT Agreement, and the entire remainder of the YTT Agreement, including any partially enforceable provision, shall be fully binding and enforceable to the maximum extent permitted by law.

Non-Waiver. If Life Time fails to enforce any right in this YTT Agreement for any reason, Life Time does not waive its right to enforce it later.

Other Provisions. This Agreement supersedes and replaces any prior oral or written agreements or other communications between me and Life Time with respect to YTT. I am not relying on any oral or written promises, representations, statements, covenants or warranties, other than those set forth herein, to induce me to sign this Agreement. This Agreement may be amended, terminated or assigned at any time by Life Time upon such notice, if any, as may be required by law.

STATE LAW PROVISIONS

The following State Law Provisions will apply to my YTT Program, if applicable. To the extent there is a conflict between the provisions under this Section and elsewhere in the Agreement, the provisions under this Section shall prevail, provided, however, to the extent there is a conflict between the provisions under this Section and the Section entitled "ARBITRATION AGREEMENT WITH CLASS ACTION WAIVER", the provisions under the latter Section shall prevail.

MINNESOTA STATE LAW PROVISIONS.

Disclosure Statement. Life Time Yoga is licensed as a private career school with the Minnesota Office of Higher Education pursuant to Minnesota Statutes, sections 136A.821 to 136A.832. Licensure is not an endorsement of the institution. Credits earned at the institution may not transfer to all other institutions. The Minnesota Office of Higher Education is located at 1450 Energy Park Drive, Suite 350, St. Paul MN 55108-5227.

I understand that this is a legally binding instrument upon my written acceptance by Life Time unless cancelled as described under the Student's Right to Cancel and the Refund Policy section described below. I understand that Life Time does not guarantee job placement upon completion of the course or graduation. I hereby certify that I have read and understand this entire Agreement and agree to and accept the terms and conditions of this entire Agreement. I have received a complete copy of this Agreement, Life Time's Yoga Teacher Training catalog and written confirmation of acceptance to the program. I understand that this Agreement supersedes all prior or contemporaneous verbal or written agreements and may not be modified without the written Agreement of the student and the School Official. The student and Life Time shall retain a copy of this agreement.

Minnesota - Student's Right to Cancel & Refund Policy:

You will be entitled to a full refund of tuition, fees, and other charges if you give notice that you are cancelling your contract within five business days after the contract or enrollment agreement is considered effective. A contract or enrollment agreement will be presumed to be effective on the date that the institution notifies you that you have been accepted into the institution and you have signed the contract or enrollment agreement. If the notification of acceptance into the institution is sent by mail, then the effective day of being accepted is the postmark on the acceptance letter.

This five-day refund policy applies regardless of when the program starts. If you give notice more than five days after you signed the contract, but before the start of the program (or first lesson for an online distance education program), you will receive a refund of all tuition, fees, and other charges minus 15%, up to \$50, of the total cost of the program. You will be provided a prorated tuition, fees, and other charges refund minus a 25%, up to \$100 administrative if you give notice of your withdrawal after your program has begun, but before 75% program has completed. If you withdraw from your program after 75% of the program has completed, you are not entitled to a refund of tuition, fees, and other charges.

You will receive written notice acknowledging your withdrawal request within 10 business days after receipt of the notice and you will receive a refund of any tuition, fees, and other charges within 30 business days of receipt of your withdrawal. Written notice is effective of the date of the postmark if sent by mail or the day it has been hand-delivered to the institution. If you do not withdraw in writing or contact the institution about your absence, and you have not attended your program for 21 consecutive days, you will be considered to have withdrawn from the school as of your last date of attendance.

NEVADA STATE LAW PROVISIONS.

Licensure Status. Life Time Yoga is not an accredited institution. It is licensed as a postsecondary educational institution with the Nevada Commission on Postsecondary Education.

Student Indemnification Account. Nevada has an account for student indemnification per NRS 394.553 which may be used to indemnify a student or enrollee who has suffered damage as a result of: discontinuance of operation or violation by such institution of any provision of NRS 394.383 to 394.560.

Nevada - Cancellation and Refund Policy

If the school has substantially failed to furnish the yoga teacher training program agreed upon in the enrollment agreement, the school shall refund to a student all the money the student has paid.

If a student cancels his or her enrollment before the start of the training program, the school shall refund to the student all the money the student has paid, minus 10 percent of the tuition agreed upon in the enrollment agreement or \$150, whichever is less.

If a student withdraws or is expelled by the school after the start of the training program and before the completion of more than 60 percent of the program, the school shall refund to the student a pro rata amount of the tuition agreed upon in the enrollment agreement, minus 10 percent of the tuition agreed upon in the enrollment agreement or \$150, whichever is less.

A student requesting withdrawal or is expelled by the school after completion of more than 60 percent of the training program is not entitled to a refund. The school may charge the student the entire cost of the tuition agreed upon in the enrollment agreement.

The school shall provide the refund entitled to a student within 15 calendar days after:

- (a) Date of cancellation by a student of his or her enrollment;
- (b) Date of termination by the institution of the enrollment of a student;
- (c) Last day of an authorized leave of absence if a student fails to return after the period of authorized absence; or
- (d) Last day of attendance of a student, whichever is applicable.

Any notice of cancellation shall be acknowledged in writing within 10 business days of receipt of such notice and all refunds shall be forwarded to the student within 15 business days of receipt of such notice. If mailing the letter of cancellation, the student must send it to Life Time at Life Time, Attn.: Yoga Teacher Training, 2902 Corporate Place, Chanhassen, MN, 55317. The official date of termination or withdrawal of a student shall be determined in the following manner:

1. Written notice of cancellation shall take place on the date the letter of cancellation is postmarked or, in the case where the notice is hand carried, it shall occur on the date the letter is hand delivered to the Life Time Yoga On-site Administrator, unless a later date is otherwise specified by the student in the letter. The date of execution of the enrollment agreement shall be presumed to be the date of delivery of the notice of acceptance; and if delivered by mail, the postmark date of the letter of acceptance; or
2. The date on which the student violates published school policy, which provides for termination.
3. Should a student fail to return from an excused leave of absence, the effective date of termination for a student on an extended leave of absence or a leave of absence is the earlier of the date the school determines the student is not returning or the day following the expected return date.

Books, educational supplies or equipment for individual use are not purchased from the school and not included in the policy for refund.

For the purposes of this policy:

1. The period of a student's attendance must be measured from the first day of instruction as set forth in the enrollment agreement through the student's last day of actual attendance, regardless of absences.
2. The period of time for a training program is the period set forth in the enrollment agreement.
3. Tuition must be calculated using the tuition and fees set forth in the enrollment agreement and does not include books, educational supplies or equipment that is listed separately from the tuition and fees.

NEW JERSEY STATE LAW PROVISIONS.

New Jersey - Cancellation and Refund Policy.

If the school has substantially failed to furnish the yoga teacher training program agreed upon in the enrollment agreement, the school shall refund to a student all the money the student has paid.

If a student cancels his or her enrollment before the start of the training program, the school shall refund to the student all the money the student has paid, minus 10 percent of the tuition agreed upon in the enrollment agreement or \$150, whichever is less.

If a student withdraws or is expelled by the school after the start of the training program and before the completion of more than 60 percent of the program, the school shall refund to the student a pro rata amount of the tuition agreed upon in the enrollment agreement, minus 10 percent of the tuition agreed upon in the enrollment agreement or \$150, whichever is less.

A student requesting withdrawal or is expelled by the school after completion of more than 60 percent of the training program is not entitled to a refund. The school may charge the student the entire cost of the tuition agreed upon in the enrollment agreement.

The school shall provide the refund entitled to a student within 15 calendar days after:

- (a) Date of cancellation by a student of his or her enrollment;
- (b) Date of termination by the institution of the enrollment of a student;
- (c) Last day of an authorized leave of absence if a student fails to return after the period of authorized absence; or
- (d) Last day of attendance of a student, whichever is applicable.

Any notice of cancellation shall be acknowledged in writing within 10 business days of receipt of such notice and all refunds shall be forwarded to the student within 15 business days of receipt of such notice. If mailing the letter of cancellation, the student must send it to Life Time at Life Time, Attn.: Yoga Teacher Training, 2902 Corporate Place, Chanhassen, MN, 55317. The official date of termination or withdrawal of a student shall be determined in the following manner:

1. Written notice of cancellation shall take place on the date the letter of cancellation is postmarked or, in the case where the notice is hand carried, it shall occur on the date the letter is hand delivered to the Life Time Yoga On-site Administrator, unless a later date is otherwise specified by the student in the letter. The date of execution of the enrollment agreement shall be presumed to be the date of delivery of the notice of acceptance; and if delivered by mail, the postmark date of the letter of acceptance; or
2. The date on which the student violates published school policy, which provides for termination.
3. Should a student fail to return from an excused leave of absence, the effective date of termination for a student on an extended leave of absence or a leave of absence is the earlier of the date the school determines the student is not returning or the day following the expected return date.

Books, educational supplies or equipment for individual use are not purchased from the school and not included in the policy for refund.

For the purposes of this policy:

1. The period of a student's attendance must be measured from the first day of instruction as set forth in the enrollment agreement through the student's last day of actual attendance, regardless of absences.
2. The period of time for a training program is the period set forth in the enrollment agreement.
3. Tuition must be calculated using the tuition and fees set forth in the enrollment agreement and does not include books, educational supplies or equipment that is listed separately from the tuition and fees.

OKLAHOMA STATE LAW PROVISIONS

Oklahoma - Cancellation and Refund Policy

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An applicant who has dropped out, been dismissed, been terminated or denied admission by the school is entitled to a refund of all monies paid minus \$25 of the application fee.

Three-Day Cancellation: An applicant who provides written notice of cancellation within three days (excluding Saturday, Sunday and federal or state holidays) of signing an enrollment agreement is entitled to a refund of all monies paid. The school shall provide the 100% refund no later than 30 days after receiving the notice of cancellation.

Other Cancellations: An applicant requesting cancellation more than three days after signing an enrollment agreement and making an initial payment, but prior to entering the school, is entitled to a refund of all monies paid minus a \$150 fee.

Refund Table:

Students are entitled to a refund after attempting clock hours and then withdrawing from the program.

Portion of program attempted:

- Tuition Retained by Life Time Yoga First Week - 10% of the contracted tuition price plus \$150, not to exceed \$350.
- More than the First Week to but less than or equal to 25% - 25% of contracted tuition price plus \$150.

- More than 25% but less than or equal to 50% - 50% of contracted tuition price plus \$150.
- More than 50% - NO Refund required

1. The student may cancel this contract at any time prior to midnight of the third business day after signing this contract.
2. Notice of Cancellation or Withdrawal. Any notice of cancellation shall be acknowledged in writing within 10 business days of receipt of such notice and all refunds shall be forwarded to the student within 30 business days of receipt of such notice. If mailing the letter of cancellation, the student must send it to Life Time at Life Time, Attn.: Yoga Teacher Training, 2902 Corporate Place, Chanhassen, MN 55317. The effective date of termination or withdrawal for refund computation purposes shall be the last date of actual attendance by the student.
3. Suspension. If a student is suspended, the effective date of termination shall be the date on which the student violates published school policy, which provides for termination.
4. Return from Leave. Should a student fail to return from an excused leave of absence, the effective date of termination for a student on an extended leave of absence or a leave of absence shall be the earlier of the date the school determines the student is not returning or the day following the expected return date.
5. The student will receive a full refund of tuition and fees paid if the school discontinues a course within a period of time a student could have reasonably completed it, except that this provision shall not apply in the event the school ceases operation.
6. Special Cases: In case of prolonged illness or accident, death in the family, or other circumstances that make it impractical for the student to complete the program, the school may make a settlement that is reasonable and fair.

BY ACCEPTING THIS AGREEMENT (WHETHER BY CLICKING TO ACCEPT ONLINE, BY SIGNING A SIGNATURE PAD IN CLUB OR OTHERWISE), I HEREBY AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING SPECIFICALLY THE ASSUMPTION OF RISK, WAIVER OF LIABILITY AND BINDING ARBITRATION AGREEMENT WITH CLASS ACTION WAIVER. ACCEPTANCE ALSO CONSTITUTES AN ACKNOWLEDGEMENT OF TERMS AND CONDITIONS OF THE RESPECTIVE CANCELLATION POLICY. I HAVE READ, UNDERSTOOD AND RECEIVED A COPY OF THIS AGREEMENT.